

Contract ID#:
DPW project#:

CF (Capital)
Contract Details



Department: COUNTY EXECUTIVE

Clerk item# 332/15 RUSH!

SERVICE: FUNDING PROVISION

NIFS ID #: CFCE15000036 NIFS Entry Date: 6/24/15

Term: from Original execution to 5 years

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
INC. VILLAGE FLORAL PARK	11-6000840
1 FLORAL BLVD	Dan McCloy
	516- 571 4077

County Department	
Department Contact	Concetta A. Petrucci
Address	1550 Franklin Ave Mineola NY 11501
Phone	571-6691

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	County Executive	Draft agreement NIFS Entry/Approval <input checked="" type="checkbox"/>	6/24/15	Concetta A. Petrucci	
	DPW	Review IMA NIFS Approval SEORA: Type I <input checked="" type="checkbox"/> Type II <input type="checkbox"/>	7/6/15	[Signature]	
	OMB	Review IMA NIFS Approval <input type="checkbox"/>	7/13/15	[Signature]	
7/14/15	County Attorney	RE & Insurance Verification <input type="checkbox"/>	7/14/15	[Signature]	
7/14/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	7/14/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Review IMA <input type="checkbox"/>	7/18/15	Concetta A. Petrucci	
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
7/28/15	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	7/28/15	[Signature]	

Contract ID#:
DPW project#:



Department: COUNTY EXECUTIVE

Contract Summary

Description: This item is an inter-municipal agreement (IMA) between the County of Nassau (County) and the Inc. Village of Floral Park
Purpose: The County will provide \$29,000 in Capital Funds to the Village to undertake a project to procure a license plate reader, a portable truck scale unit and a light detection and ranging speed gun for the
Method of Procurement: Pursuant to Article 9, §1 of the NYS Constitution and Article 5-G of the General Municipal Law, the County may enter into intergovernmental agreements. This inter-municipal agreement is between the County and the Inc. Village of Floral Park
Impact on Funding / Price Analysis: The county will commit \$29,000 in Capital Funds to support this project.
SEQRA determination: According to the inter-departmental memo provided the Inc. Village of Floral Park classifies this application as unlisted which will not result in any significant adverse environmental impact.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Index:	PWCAP CAP
Project:	99206
Project Dtl: (Leg Dist)	LD 009
Subobject:	
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$29,000.00
Other	\$
TOTAL	\$ 29,000.00

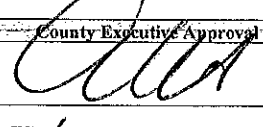
LINE	INDEX/PRJ/PRJDTL CODES	AMOUNT
1	PWCAPCAP/ 99206/ xxx	\$ 29,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$29,000.00

RENEWAL	
% Increase	N/A
% Decrease	N/A

Document Prepared
By:

Concetta A. Petrucci

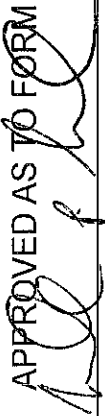
Date: **6/24/2015**

NIFS Certification		Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name		Name	Date 7/28/15
Date		Date	(For Office Use Only)
E #:			

RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF FLORAL PARK IN RELATION TO A PROJECT TO PROCURE A LICENSE PLATE READER UNIT, PORTABLE TRUCK SCALE UNIT AND A LIGHT DETECTION AND RANGING SPEED GUN FOR THE VILLAGE.

APPROVED AS TO FORM



Deputy County Attorney

2015 AUG 18 PM 3:39
CLERK OF THE LEGISLATURE
COUNTY OF NASSAU

WHEREAS, the County of Nassau (the “County”) and the Village of Floral Park (the “Village”) are authorized, pursuant to Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

WHEREAS, it is in the best interests of the County to share resources in the undertaking of municipal improvement projects and other purposes through joint projects or programs with other municipalities and districts; and

WHEREAS, the County and the Village believe it to be in the best interest of the taxpayers of their respective municipalities to authorize inter-municipal cooperation with respect to the mutual covenants set forth in the proposed Agreement, on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Nassau County Legislature authorizes the County Executive to execute the said agreement with the Village, in relation to the aforesaid Project; and be it further

RESOLVED that pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County said Project is a "Type II Action" within the meaning of Section 617.5(c)(25) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK AND
THE VILLAGE OF FLORAL PARK
IN RELATION TO INTERMUNICIPAL COOPERATION

THIS AGREEMENT ("Agreement") made and dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, by and between the County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and the Village of Floral Park having its principal offices at One Floral Boulevard, Floral Park, New York 11001 ("VILLAGE").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the VILLAGE to share resources in the undertaking of municipal improvement projects and other purposes, as authorized by Article 5-G of the General Municipal Law ("GML") of the State of New York;

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which is available to carry out such projects and purposes;

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest;

WHEREAS, it is desirable for the County and the VILLAGE to undertake a certain project as authorized by the GML through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

Section 1. The County and the VILLAGE each represent that they are authorized, pursuant to Article 9, § 1 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements to undertake the project, as described herein.

Section 2. The County and the VILLAGE, believing it to be in their respective best interests, do hereby authorize inter-municipal cooperation for the project as hereinafter defined.

Section 3. Under all applicable rules of public bidding and procurement, the VILLAGE will undertake a project to procure: (1) a license plate reader unit; (2) a portable truck scale unit; and (3) a light detection and ranging speed gun for the Village ("Project"). The VILLAGE represents and warrants that it has completed its

review of the project pursuant to the applicable provisions of the New York State Environmental Quality Review Act ("SEQRA") and has provided the County with documentations evidencing its SEQRA compliance.

Section 4. The County shall provide TWENTY-NINE THOUSAND dollars (\$29,000.00) ("Funds") to the VILLAGE for the purchase of goods and services in connection with the Project. Payment shall be made to the VILLAGE in arrears and on a reimbursement basis and shall be contingent upon (i) the VILLAGE submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his/her duly designated representative (the "Comptroller").

Section 5. The VILLAGE shall use these Funds solely for the Project no later than five (5) years from the execution of this Agreement. The County's role in the Project shall be limited to providing the Funds. Accordingly, the County shall have no responsibility or liability to any person or entity for any element of the Project.

Section 6. The VILLAGE shall (i) as between the County and the VILLAGE, accept full ownership, liability, and maintenance responsibilities for the Project; and (ii) grant to the County and its residents access to the Project equal to access enjoyed by residents of the VILLAGE for a period of at least five (5) years. The County shall not be obligated to contribute any funds or incur any costs or burdens associated with its use.

Section 7. Regardless of whether required by Law (as defined herein), the VILLAGE shall, and shall cause its agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The VILLAGE shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The VILLAGE shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the VILLAGE shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. In furtherance of the foregoing, the VILLAGE is bound by and shall comply with the terms of Appendices EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable

orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

Section 9. The VILLAGE shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to its individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the County Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

- a) The VILLAGE shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees and agents ("Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the VILLAGE or any agent of the VILLAGE in the maintenance and control of the Project undertaken pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.
- b) The VILLAGE shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the VILLAGE's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the VILLAGE shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The VILLAGE shall, and shall cause its agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.
- d) The provisions of this Section shall survive termination of this Agreement.

Section 11. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the County and any officer, employee, servant, agent or independent contractor of the VILLAGE, or between the VILLAGE and any officer, employee, servant, agent or independent

contractor of the County, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Section 12. Notwithstanding any other provision of this Agreement:

- a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other amendments of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his/her designee.
- b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

Section 13. This Agreement represents the full and entire understanding and agreement between the County and the VILLAGE with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 14.

- a) The undersigned representative of the County of Nassau hereby represents and warrants that the undersigned is an officer, director or agent of the County of Nassau with full legal rights, power and authority to sign this Agreement on behalf of the County of Nassau and to bind the County of Nassau with respect to the obligations enforceable against the County of Nassau in accordance with its terms.
- b) The undersigned representative of the VILLAGE hereby represents and warrants that the undersigned is an officer, director or agent of the VILLAGE with full legal rights, power and authority to sign this Agreement on behalf of the VILLAGE and to bind the VILLAGE with respect to the obligations enforceable against the VILLAGE in accordance with its terms.

IN WITNESS WHEREOF,

COUNTY OF NASSAU

By _____ Date _____
Deputy County Executive

Print Name _____

VILLAGE OF FLORAL PARK

By  _____ Date 6-17-15
Mayor

EXECUTE in BLUE INK.

STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU)

On the 17 day of June in the year 2015 before me personally came THOMAS J. Tweedy to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; and that he or she signed his or her name hereto and has executed the above instrument.


NOTARY PUBLIC

Susan E. Walsh
Notary Public, State of
New York No. 4960078
Qualified In Nassau County
Commission Expires Dec 18, 2017

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year ____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____ County; that (s)he is the County Executive or _____ Chief Deputy County Executive or _____ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified

M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Village Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Village of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Village of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Village of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records

shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Village Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for

immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In

addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive

Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Village head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.



Nassau County Legislature
County of Nassau

INTERDEPARTMENT MEMO

TO: Concetta A. Petrucci
Director or Legislative Affairs
Office of the County Executive

FROM: Daniel J. Mc Cloy
Chief of Staff for Law, Finance and Operations
Nassau County Legislature

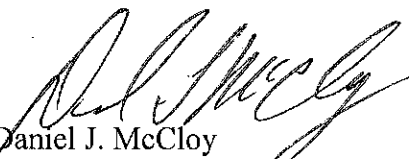
DATE: June 23, 2015

SUBJECT: Community Revitalization Program ("CRP")
Inter-municipal Agreement ("IMA") with the Village of Floral Park on behalf of
the Floral Park Police Department – Traffic Management Equipment

Enclosed please find an IMA between the County of Nassau and the Village of Floral Park ("Village") on behalf of the Floral Park Police Department, which has been executed by the Village. Please also find a copy of the SEQRA determination submitted by the Village. These are forwarded to you so that you may undertake the necessary routing of the IMA to insure that it will be submitted for legislative approval.

This is a project that will allow the Village to purchase various pieces of equipment to assist both the Village and County's Police Department in traffic related matters in the village, for which Deputy Presiding Officer Nicoletto seeks funding under the CRP program. This IMA will enable the Village to move forward with the requested project.

Thank you in advance for your efforts on behalf of Deputy Presiding Officer Nicoletto and the residents of Floral Park. If anything further is required with regard to processing these documents please feel free to contact me at 571-4077.


Daniel J. McCloy
Chief of Staff for Law, Finance and Operations
Nassau County Legislature

HAND DELIVERED

enclosures (2)
cc: Hon. Richard J. Nicoletto
Deputy Presiding Officer
Nassau County Legislature (no enclosures)

MAYOR
THOMAS J. TWEEDY

TRUSTEE
JAMES E. RHATIGAN

TRUSTEE
DOMINICK A. LONGOBARDI

TRUSTEE
KEVIN M. FITZGERALD

TRUSTEE
DR. LYNN POMBONYO



VILLAGE ADMINISTRATOR
GERARD M. BAMBRICK

VILLAGE CLERK
SUSAN E. WALSH

**SUPERINTENDENT
PUBLIC WORKS & BUILDINGS**
STEPHEN L. SIWINSKI

POLICE COMMISSIONER
STEPHEN G. McALLISTER

Incorporated Village of Floral Park

ONE FLORAL BOULEVARD, P.O. BOX 27, FLORAL PARK, N.Y. 11002

TELEPHONE 516-326-6300

VILLAGE HALL FAX 516-326-2734

BUILDING DEPARTMENT FAX 516-326-2751 PUBLIC WORKS DEPARTMENT FAX 516-326-6435
WWW.FPVILLAGE.ORG

June 18, 2015

Office of Nassau County Attorney
1550 Franklin Avenue
Mineola, NY 11501

RE: Community Revitalization Program (CRP)
Inter-municipal Agreement (IMA) with the Village of Floral Park
Purchase of Traffic Enforcement Equipment for the Floral Park Police Department

Dear Sir;

This project is considered a Type II Action under Section 617.5 (c) 25 – purchase of equipment.

In accordance with Paragraph 617.3 (f) no SEQRA determination of significance, EIS or findings statement is required for actions, which are Type II.

Thank you for your cooperation.

Sincerely,

Thomas J. Tweedy
Mayor

/sk



**Nassau County Legislature
County of Nassau**

INTERDEPARTMENT MEMO

TO: Shila Shah-Gavnoudias, Commissioner
Department of Public Works

FROM: Daniel J. McCloy
Chief of Staff for Law, Finance and Operations
Nassau County Legislature

DATE: March 27, 2015

SUBJECT: Community Revitalization Program – 9th Legislative District
Floral Park Police Department – Traffic Enforcement Equipment

Deputy Presiding Officer Richard J. Nicoletto is requesting that a project be undertaken as part of the Community Revitalization Program ("CRP").

The project is for funding to be provided to purchase traffic enforcement equipment including: (1) a license plate reader unit (2) a portable truck axle scale unit (3) a light detection and ranging speed gun. The funding requested is limited to \$29,000. The tax identification number for the Floral Park Police Department is 11-6000840.

Enclosed also is a completed Community Revitalization Project Application which is forwarded to Richard R. Walker, Chief Deputy County Executive, with a copy of this memorandum. This should insure that there is no delay in processing this request.

Please advise if anything further is required at this end to facilitate this request. Thank you for your anticipated assistance in processing this request.

A handwritten signature in black ink, appearing to read "D. McCloy".

Daniel J. McCloy
Chief of Staff for Law, Finance and Operations
Nassau County Legislature

enclosure

cc: Hon. Norma L. Gonsalves, Presiding Officer
Hon. Richard J. Nicoletto, Deputy Presiding Officer
Richard R. Walker, Chief Deputy County Executive (electronic and inter-office mail) ✓
Concetta Petrucci, Director, Office of Legislative Affairs (electronic and inter-office mail)
Jane Houdek, Esq., Department of Public Works (electronic mail only)



County Executive
Edward P. Mangano

NASSAU COUNTY COMMUNITY REVITALIZATION PROGRAM (CRP) PROJECT APPLICATION

Please complete the entire application.

1. Date: March 27, 2015
2. (a) Legislator: Richard J. Nicoletto, LD 9
 (b) Legislative assistant: Peter Heckman
 (c) Office phone: 571-6209
3. Project title: Floral Park Police Department - Traffic Enforcement Equipment
4. (a) Project Description. **The project must be a capital project with an expected useful life of at least five (5) years.¹** Please be specific.
Funding provided to purchase traffic enforcement equipment for the Floral Park Police Department
Including: (1) a license plate reader unit (2) a portable truck axle scale unit (3) a light detection and
ranging speed gun

 (b) County purpose(s). The project must have a County purpose as authorized by law.² Typical joint capital projects with a municipality or district include parks, recreation, athletic fields, playgrounds, golf facilities, pools, rinks, preserves, and other park-like public recreational facilities open to County residents; certain public libraries; public museums and zoos; public monuments and memorials; firefighting equipment and apparatus in furtherance of the County's mutual aid program; and streetscapes. **Please identify the County purpose(s) furthered by this project and/or describe which County department or agency is expected to make use of the facility or facilities funded by this project.**
Public Safety

5. Funds requested: \$ 29,000
6. Name of municipality or district that will enter into an inter-municipal agreement with the County with respect to the project (e.g., school district, fire district, town, village, etc.):
Floral Park Police Department - Tax ID: 11-6000840

¹ The ability of the County to finance a proposed project under applicable law is subject to review by the Office of the County Attorney.

² The authority for County purposes is found in a variety of state and local laws, along with case law. The determination of whether a proposed project furthers a legally-authorized County purpose is subject to review by the Office of the County Attorney.



County Executive
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NASSAU COUNTY COMMUNITY REVITALIZATION PROGRAM (CRP) PROJECT APPLICATION

7. Principal office address of such municipality or district: (in #6):

One Floral Boulevard

Floral Park New York 11001

8. Full name of facility or facilities that would benefit from the project (e.g., "Thomas Jefferson High School");
Mobile items (not applicable)

9. (a) Address (location) of facility or facilities (in #8) that would benefit from the project:

Mobile items (not applicable)

(b) If applicable, describe the project location with reasonable specificity (e.g., interior or exterior of school building/grounds, location of school sports field, etc.).

10. Photocopies of relevant supporting documentation in connection with the proposed CRP project should be attached to this application.

Are copies of relevant documentation attached?

☐ Yes

☒ No

11. SEQRA Compliance

As you are aware, when the County undertakes a joint project with a municipality or district, both the County and the municipality/district must comply with the applicable provisions of the N.Y. State Environmental Quality Review Act and accompanying regulations (SEQRA). Please note that the inter-municipal agreement with the County will include a provision whereby the municipality/district represents and warrants that it has completed its SEQRA review with regard to the project and has provided the County with documentation evidencing such compliance

Approved in concept by:

Date:

3/31/16

This application, if and when signed, is merely a non-binding internal approval of the project's concept by the administration and does not constitute a contract. It shall only authorize the drafting of an inter-municipal agreement by the administration and its routing to appropriate staff. County participation in the project can only be authorized by an inter-municipal (or similar) agreement, subject to all necessary legal approvals, including, but not necessarily limited to, those of the County Legislature and the County Executive.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Inc. Village of Floral Park
Address: One Floral Boulevard
City, State and Zip Code: Floral Park, NY 11001
2. Entity's Vendor Identification Number: 11-6000840
3. Type of Business: Public Corp Partnership Joint Venture
Ltd. Liability Co Closely Held Corp municipality Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Thomas J. Tweedy, Mayor - 9 Elm Avenue, Floral Park, NY 11001
James E. Rhatigan, Deputy Mayor - 50 Floral Blvd., Floral Park, NY 11001
Dominick A. Longobardi, Trustee - 47 Walnut Avenue, Floral Park, NY 11001
Kevin M. Fitzgerald, Trustee - 65 Charles Street, Floral Park, NY 11001
Dr. Lynn Pombonyo, Trustee - 260 Floral Parkway, Floral Park, NY 11001

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Not Applicable

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 7-23-15 Signed: [Signature] X
Print Name: Thomas M. M. M. M.
Title: Mayor